



DATED: 02/03/2026

IMAGE GALLERY LICENSE AGREEMENT

This Image Gallery License Agreement ("Agreement") is a legal contract between the customer subscribing ("Dealer", "Dealership" or "you") to one or more of the Image Gallery Products (the "Products") and Autodata, Inc., a J.D. Power affiliate ("Company") for the use of any image(s) or visual representation(s) generated electronically or digitally by Company (the "Images"). The Products utilize Company's vast image repository of professionally photographed, proprietary, colorized new and used vehicle images including model, body type, trim (where available) with some reflection, staged in a dealership setting to deliver colorized, model-specific images. If you subscribe to the Products, your subscription includes Dealer-branded Images, which enhance the images provided by you or Company with your branding and contact information on every image. BY USING ANY PRODUCT OR IMAGES, YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT USE ANY PRODUCT OR THE IMAGES OR ANY PORTION THEREOF. THE TERMS OF THIS AGREEMENT MAY BE AMENDED FROM TIME TO TIME BY COMPANY AND SUCH AMENDED TERMS ARE AVAILABLE TO VIEW AT <https://www.jdpower.com/business/legal-product-terms>. IT IS YOUR RESPONSIBILITY TO CHECK THE TERMS PERIODICALLY FOR CHANGES. YOUR CONTINUED USE OF ANY PRODUCT AND/OR THE IMAGES AFTER ANY SUCH AMENDMENT WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH AMENDED TERMS.

1. **Services.** Subject to your payment of the fees set forth in the set-up form between you and Company or an authorized reseller, Company will provide the Images to you on a monthly basis during the term of this Agreement for use in connection with the display of your new and used vehicle inventory, as applicable. For the Products, you must select one of the backgrounds available on the set-up form (each, a "Generic Background" or a Dealer-provided Background (as defined below), as applicable, and collectively, a "Background") to appear as part of each Image. If you select the dealer-provided option on the set-up form for the fee specified, a Generic Background will be used in the interim until Company has received the dealership background from you (the "Dealer-provided Background") to be used as your customized background in connection with the Products ("Custom Background") and for no other purpose. For purposes of this Agreement, the Custom Background consists of an Image from the Product on the Dealer-provided Background as described in this Agreement and the applicable set-up form. You should examine all Images for possible defects (whether digital or otherwise) before sending any Images for display in connection with your inventory. The services may be provided by Company or an authorized reseller.

2. **What Company Owns.** During the term of this Agreement, and subject to the payment of the applicable fees, you are granted a nonexclusive, revocable, nontransferable, non-assignable license to use and reproduce the Image(s) (and any Generic Background or Custom Background, as applicable) in connection with the display of your new and used vehicle inventory, as applicable, through the use of the Products. Except for your trademarks, service marks and logos, all rights, title and interest in and to the Images (including any Generic Background and Custom Background), the Products, and the trademarks, service marks and logos used in connection with the Products, Images, Generic Backgrounds, and Custom Backgrounds, are owned by Company or other parties that have licensed their material to Company, and are protected by copyright, trademark, trade secret and other intellectual property laws. No other rights or licenses are granted to you except as specifically stated in this Agreement.

3. **What You Provide to Company.** You may provide to Company certain background photographs, logos and other materials in connection with the Products for use in creating the Images for your new and used vehicle inventory, as applicable. You hereby grant Company, its affiliates, and Company's authorized resellers, and represent that you have the right to grant Company, its affiliates, and Company's authorized resellers, a worldwide, irrevocable, unlimited, perpetual, fully-paid up, royalty-free, non-exclusive, sublicensable (through multiple tiers), transferable, and assignable license and right to use, reproduce, modify, display, distribute, and prepare derivative works from all content, materials and feedback provided by you in connection with the Products and Images, in any manner or media, now known or hereinafter developed, including any content or materials you provide that are owned by a third party and you (and such third party) waive any and all moral rights arising under any US legislation or any other applicable legislation that you (or such third party) have with respect thereto.

4. **License Restrictions.** You may not (or permit any third party to): (a) edit or modify the Images in any way, including removing any trademarks, logos or copyright notices; (b) use the Images other than as specifically stated in this Agreement; (c) use the Images in a way that would infringe any trademark or other intellectual property rights of Company or any third party or that would give rise to a claim of deceptive advertising or unfair competition; (d) use the Images as a trademark, service mark, logo or other indication or origin, or any part thereof; (e) use the Images in any pornographic, defamatory or deceptive context or in a manner that could be considered libelous, obscene or illegal; (f) represent in any way that you or a third party created the Images; or (g) rent, sell, give, sublicense or transfer the Images to any third party, except in connection with the display of your new and used vehicle inventory, as applicable, at your request, such as on a third party website listing vehicles for sale by multiple dealerships or sellers. You agree to abide by any additional guidelines or restrictions in connection with the use of the Images or Products that may be provided by Company and/or its authorized resellers from time to time. Any unauthorized use terminates all permissions and/or licenses granted under this Agreement.

5. **Syndication.** Company will syndicate the Images to the Inventory Provider(s) specified on the set-up form for such third parties' use in connection with the display of your new and used vehicle inventory, as applicable. All syndication of the Images will be in a format agreed upon by Company and such Inventory Provider(s). Once Company provides the Images to such third parties, Company will not be liable for any loss or damage arising from such third parties' failure to display or integrate such Images on your behalf.

6. **License Fees and Payment.** You agree to pay the fees set forth in the applicable set-up form between you and Company or an authorized reseller. In addition to the terms of the set-up form, Company reserves the right, with sixty (60) days' prior notice, to increase the monthly fee no more than once during a twelve (12) month period. Unless otherwise mutually agreed to in writing by the parties, all sales, use, value-added or other tax or charge are in addition to the fees set forth in the applicable set-up form and such fees are in US dollars. You agree to pay any sales, use, value-added, or other tax or charge imposed or assessed by any governmental entity upon the sale, use or receipt of any Products. Company, or the authorized reseller, will send you (a) monthly invoices, in advance, for the applicable

monthly license fees and (b) an invoice for the one-time set-up fee at the commencement of this Agreement. All payments are due within thirty (30) days of the invoice date. You agree to receive invoices from Company or an authorized reseller electronically via the email address associated with your account. All fees are non-refundable. You agree to pay as a late payment charge an amount equal to one percent (1%) per month (12% per year) on all amounts not paid when due. You also agree to pay all expenses of collection, including reasonable attorney's fees, incurred by Company or an authorized reseller in collecting amounts not paid when due.

7. Term and Termination. In accordance with the set-form form, this Agreement begins upon first use of any Product and thereafter, continues on a month-to-month basis until terminated by either party. Notwithstanding anything to the contrary in the set-up form, you may terminate this Agreement by providing Company at least thirty (30) days' prior written notice and Company may terminate this Agreement at any time upon written notice to you. Upon termination of this Agreement, you and the Inventory Provider(s) will cease all use of the Images and Product(s), including all use of Images on third party websites and marketing, and destroy all Images in your, and their, possession. Any remaining payments due must be paid within thirty (30) days of termination of this Agreement. The provisions of this Agreement that by their context are intended to survive the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

8. Representations and Warranties. You represent and warrant that (a) you have the authority to enter into this Agreement; (b) when executed, this Agreement will constitute your legal, valid and binding obligation, enforceable against you; (c) you will make all payments when due; (d) any content or materials provided by you pursuant to this Agreement do not and will not violate any intellectual property rights or any other rights of any third party; and (e) you will comply with all applicable laws, rules and regulations in the performance of this Agreement.

9. Disclaimers. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ARE MADE AS TO THE OPERATION OF THE PRODUCTS, THE CONTENT OR MATERIALS CONTAINED THEREIN, INCLUDING ANY MATERIALS OWNED OR PROVIDED BY ANY THIRD PARTY, OR THE IMAGES. TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. THE PRODUCTS AND IMAGES ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THIS AGREEMENT AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN SET FORTH IN THIS AGREEMENT. Some jurisdictions do not allow the exclusion of implied warranties, so the foregoing exclusions may not apply to you.

10. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL COMPANY, ITS AFFILIATES, AUTHORIZED RESELLERS, OR SUPPLIERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR OTHER SIMILAR DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT PAID BY YOU FOR THE PRODUCT(S) IN THE TWO (2) MONTH PERIOD PRIOR TO THE CLAIM OR \$500, WHICHEVER IS GREATER. Some jurisdictions do not allow the limitation of certain damages, so the foregoing limitations may not apply to you.

11. Indemnification. You agree to indemnify, defend and hold harmless Company and its affiliates and suppliers, and Company's and their shareholders, officers, directors, employees, agents and assigns from and against any claims, liabilities, damages, judgments, costs and expenses (including reasonable attorney's fees) arising out of, related to, or in connection with (a) your breach, or alleged breach, of this Agreement; (b) your use of the Images; (c) your violation of any applicable law, rule or regulation; or (d) your acts or omissions, negligence or willful misconduct. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you and you agree to cooperate with Company's defense of these claims. This provision shall survive any termination or expiration of this Agreement.

12. Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Michigan, without regard to the principles of conflict of laws. Each of the parties irrevocably consents to the exclusive jurisdiction and venue in the federal and state courts located in Oakland County, Michigan for any action arising under this Agreement. The aforementioned choice of venue is intended by the parties to be mandatory, and not permissive, in nature.

13. Third Party Beneficiaries. You acknowledge and agree that Company's authorized resellers are intended third party beneficiaries of this Agreement and each authorized reseller is entitled to the rights, interests, claims, and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

14. General Provisions. This Agreement, including the applicable set-up form for any Products, constitutes the entire agreement between you and Company regarding the subject matter hereof and supersedes all prior and contemporaneous proposals, representations, agreements, and understandings between you and Company, written or oral, regarding the subject matter hereof. Except as otherwise stated herein, this Agreement may only be amended by a written instrument signed by both parties. If any terms on a set-up form conflict with the terms of this Agreement, the terms of the set-up form will prevail. Notwithstanding the foregoing, Company reserves the right to change or substitute the offerings in the Products from time to time, whether based on the image source availability or other factors, which may be at Company's sole discretion. If any provision of this Agreement is judged to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions of this Agreement shall be unaffected and remain enforceable. Company will not be liable for any failure or delay in performance of its obligations hereunder by reason of any event or circumstance beyond Company's reasonable control ("force majeure"), including without limitation acts of God, war, fire, flood, or shortage or failure of suppliers. The parties are independent contractors and nothing contained herein shall be deemed to create a partnership, agency, joint venture or employment relationship. Except as expressly provided in this Agreement, neither party shall have the power to act in the name of or on behalf of, or incur any obligation binding upon, the other party. This Agreement and the rights granted and obligations hereunder may not be assigned or delegated by you without Company's prior written consent and any purported attempt will be void. Company may assign this Agreement or the rights granted and obligations hereunder

without your consent. Any failure by Company to enforce or exercise any provision of this Agreement, or any related right, will not constitute a waiver of that provision or right. A waiver shall not be effective unless it is in writing and signed by Company. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. Any heading, caption or section title contained herein is included for convenience only and shall not be construed to define or limit any of the provisions contained herein. Any notice, approvals, demands, or other communications required to be given by either party regarding this Agreement will be in writing. Notice will be sufficiently given when (i) mailed through a recognized courier company (i.e. FedEx, UPS, DHL), return receipt requested, to (a) the address set forth in the applicable set-up form for Dealership, and (b) 320 East Big Beaver Road, Suite 500, Troy, Michigan, 48083 for Company (or any new address as may from time to time be designated in writing by Company), or (ii) sent via email to (a) the email address associated with your account and (b) legal@jdpa.com for Company (or any new email as may from time to time be designated in writing by Company to you). Notices will be deemed effective upon receipt if delivery is confirmed by return receipt or other proof of delivery. Notices to Company will be directed to the attention of the Legal Department.

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